

REQUEST FOR BIDS

PURCHASE OF A NEW REFUSE TRUCK W/8YD. LOADER

RFB-15-36757



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia
30060**

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REQUEST FOR BID NO. RFB-15-36757

FOR

Purchase of a New Refuse Truck w/8yd. Loader

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INSTRUCTIONS TO BIDDER FOR INVITATION TO BID

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 2:00 P.M., Wednesday, December 10, 2014; for the following:

Purchase of a New Refuse Truck w/8yd. Loader

RFB-15-36757

All bid requirements shall be in accordance with Specifications and Guidelines, Exhibit "D" (Pages BF-1- BF-3), attached hereto.

All pricing relative to this bid document shall be completed on the Bid Pricing Form, Exhibit "E" (Page BF-4- BF-7) and attached hereto

ARTICLE 2 OPENING LOCATION & TIME

This bid shall be opened at 2:00 P.M., Wednesday, December 10, 2014; at the City of Marietta, Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 3 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. Under no circumstance shall a bid delivered after the specified time be considered. Such bids will be returned unopened.

ARTICLE 4 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made through Mr. Jameison A. Henderson, Purchasing Agent II (770) 794-5697, JHenderson@mariettaga.gov, the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee,

representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to contact the City of Marietta, Purchasing Department at (770) 794-5697 to determine if any addenda were issued and to make sure such addenda is a part of their bid. *EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED.*

ARTICLE 5 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a bidder whose bid is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a bid has been accepted or that no award of said bid shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bidding. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 6 BUSINESS LICENSE /OCCUPATIONAL LICENSE

The bidder shall provide appropriate proof of an Occupational Tax license.

ARTICLE 7 SEALED & MARKED

SIX (6) SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED, ONE (1) ORIGINAL AND FIVE (5) COPIES IN ONE (1) SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:

REQUEST FOR BID

No. RFB-15-36757

Purchase of a New Refuse Truck w/8yd. Loader

**And addressed to: City of Marietta, Purchasing Department
 205 Lawrence Street
 Marietta, Georgia 30060
 Attention: Jameison A. Henderson
 Purchasing Agent II**

ARTICLE 8 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed below the typed or printed

name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 9 BID EXPENSES

All expenses for making bids to the City are to be borne by the bidder.

ARTICLE 10 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of One Hundred Fifty (150) days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS".

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 11 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 12 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 13 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 14 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 14.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 14.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 14.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 14.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into;
- 14.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 15 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 16 NOTICE OF ACCEPTANCE

The contract shall be deemed as having been awarded when the formal notice of acceptance/contract is issued to the Contractor(s). After award and acceptance the successful Contractor(s) may be posted at the Marietta Purchasing website.

ARTICLE 17 BID FORMS, VARIANCES, & ALTERNATES

Bids shall be submitted on attached City forms. **BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS BID IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there has been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 18 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards.

ARTICLE 19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 20 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 21 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications. Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 22 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply. When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

ARTICLE 23 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE 24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 25 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

EXHIBIT "A"

Drug Free Work Place Certification

Identical Tie Bids - Preference shall be given to businesses with drug-free workplace program. Whenever two or more bids which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie bids shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT “B”

ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT "C"

Specifications and Guidelines

Purchase of a New Refuse Truck w/8yd. Loader

RFB-15-36757

The City of Marietta/BLW is seeking a qualified and experienced Bidder to provide One (1) New Refuse Truck w/8yd. Loader for Marietta Environmental Services Department. The purpose of the following specifications is to describe the City of Marietta/BLW requirements for a New Refuse Truck w/8yd. Loader.

The specifications and dimensions are approximate and should be considered as minimum requirements. Bidders should note differences and exceptions as necessary. Any reference to a model or brand name is only to denote general quality level, and does not mean that equal or better equipment will not be considered. Bidder must state exactly what it intends to furnish if different in any way from the stated specifications, otherwise, it is fully understood that it shall furnish all items as stated. If a response is not indicated for a specification, it indicates complete compliance with the specification.

Bids must be accompanied by descriptive literature, pictures, and scaled drawings with dimensions of all aspects of the vehicle including but not limited to side views, rear views, shelving, etc. Bidder must also supply warranty information with bid.

At the time of delivery, the Bidder must supply two (2) copies of Parts, Maintenance and Operator's Manuals. A FIRM delivery time must be specified and adhered to.

Refuse Truck w/8yd. Rear Loader
(The following are minimum specifications)

1. Rear Loader

- a. 8 Yard Rear Loader/Painted white- Installed and ready to run on specified chassis.
- b. Roof, Sides, Floor (Upper) must be a minimum of 10 GA.
- c. Hopper Floor-Minimum of ¼.
- d. Ejection Blade-Minimum of 10 GA.
- e. Sweep Blade-Minimum of ¼.
- f. Floor (Lower) - Minimum of ¼.
- g. Spin on Hydraulic Filter.
- h. Sight Gauge on Hydraulic Tank.
- i. Easy access to refill hydraulic tank.
- j. Auto Back Pack.
- k. ICC lights and reflectors.
- l. Bayne Rack n Pinion Thin Line Tipper mounted in center.
- m. Semi-automatic cycling.
- n. Riding Steps on Rear.
- o. PTO/Pump Switches mounted in dash-No part of controls will be mounted on a pedestal in the floor.
- p. Side access door with ajar indicator/ Cuts off controls if door is open.
- q. Tailgate ajar indicator.
- r. Back Up alarm.
- s. Back up camera.
- t. LED strobes mounted on rear and sides of truck Switches mounted in dash-No part of controls will be mounted on a pedestal in the floor.
- u. Standard lighting package per FMVSS 108.
- v. Vehicle Configuration/General.
- w. Cab over engine chassis (2014 or 2015 model).
- x. GVWR 17000 LBS-19500 lbs. - GVW must stay under 26000 LBS.

2. Engine

- a. Diesel Engine with a minimum of 210 HP at 430 LB/FT/ Turbocharged.

3. Engine Equipment

- a. Minimum of 12 Volt 130 AMP Alternator.
- b. Frame mounted battery box.

4. Transmission

- a. Automatic Transmission.
- b. Vehicle Interface Wiring and PDM Body Builder Connector, Back of Cab.
- c. Transmission Cooler.

5. Front Axle and Suspension

- a. Leaf Spring Front Suspension.
- b. Front Sway Bar.
- c. Power Steering.
- d. Front Shock Absorbers.

6. Rear Axle and Suspension

- a. Leaf Spring Rear Suspension.

7. Brake System

- a. Air Brake or Vacuum/Hydraulic Brake Package.

8. Wheel Base and Frame

- a. Chassis dimensions must be capable to handle the refuse body dimension specifications outlined in this spec.

9. Fuel Tank

- a. Minimum of a 30 Gallon Fuel Tank.
- b. Fuel Water Separator.

10. Cab

- a. West Coast Mirrors.
- b. Air Conditioning/Heat/Defrost.
- c. Self-canceling turn signals.
- d. Electric windows.
- e. AM/FM radio.
- f. One Solid Color Paint (White).

11. Extended Powertrain Warranty

- a. Statement of Optional Extended Power Train Warranty w/Cost.

12. Design & Build Time

- a. The City of Marietta Environmental Services Department requires that the Design & Build of the Refuse Truck, be completed within ninety (90) days of a Bidder being selected.

Any added features can be included on Pg. 8, ALTERATIONS /EXCEPTIONS.

EXHIBIT "D"



CITY OF MARIETTA/BOARD OF LIGHTS AND WATER

BID FORM FOR

Purchase of a New Refuse Truck w/8yd. Loader

RFB-15-36757

ITEM NO.	UNIT MEASURE	ITEM DESCRIPTION	INCULDED: YES, NO, N/A	TOTAL PRICE
1	EA	8 Yard Rear Loader/Painted white- Installed and ready to run on specified chassis	_____	\$_____
2	EA	Roof, Sides, Floor (Upper) must be a minimum of 10 GA	_____	\$_____
3	EA	Hopper Floor-Minimum of 1/4	_____	\$_____
4	EA	Ejection Blade-Minimum of 10 GA	_____	\$_____
5	EA	Sweep Blade-Minimum of 1/4	_____	\$_____
6	EA	Floor (Lower)- Minimum of 1/4	_____	\$_____
7	EA	Spin on Hydraulic Filter	_____	\$_____
8	EA	Sight Gauge on Hydraulic Tank	_____	\$_____
9	EA	Easy access to refill hydraulic tank	_____	\$_____

10	EA	Auto Back Pack	_____	\$_____
11	EA	ICC lights and reflectors	_____	\$_____
12	EA	Bayne Rack n Pinion Thin Line Tipper mounted in center	_____	\$_____
13	EA	Semi-automatic cycling	_____	\$_____
14	EA	Riding Steps on Rear	_____	\$_____
15	EA	PTO/Pump Switches mounted in dash-No part of controls will be mounted on a pedestal in the floor	_____	\$_____
16	EA	Side access door with ajar indicator/ Cuts off controls if door is open	_____	\$_____
17	EA	Tailgate ajar indicator	_____	\$_____
18	EA	Back Up alarm	_____	\$_____
19	EA	Back up camera	_____	\$_____
20	EA	LED strobes mounted on rear and sides of truck Switches mounted in dash-No part of controls will be mounted on a pedestal in the floor	_____	\$_____
21	EA	Standard lighting package per FMVSS 108	_____	\$_____
22	EA	Cab over engine chassis (2014 or 2015 model)	_____	\$_____
23	EA	GVWR 17000 LBS-19500 lbs.- GVW must stay under 26000 LBS	_____	\$_____

24	EA	Diesel Engine with a minimum of 210 HP at 430 LB/FT/ Turbocharged	_____	\$ _____
25	EA	Minimum of 12 Volt 130 AMP Alternator	_____	\$ _____
26	EA	Frame mounted battery box	_____	\$ _____
27	EA	Automatic Transmission	_____	\$ _____
28	EA	Vehicle Interface Wiring and PDM Body Builder Connector, Back of Cab	_____	\$ _____
29	EA	Transmission Cooler	_____	\$ _____
30	EA	Leaf Spring Front Suspension	_____	\$ _____
31	EA	Front Sway Bar	_____	\$ _____
32	EA	Power Steering	_____	\$ _____
33	EA	Front Shock Absorbers	_____	\$ _____
34	EA	Leaf Spring Rear Suspension	_____	\$ _____
35	EA	Air Brake or Vacuum/Hydraulic Brake Package	_____	\$ _____
36	EA	Chassis dimensions must be capable to handle the refuse body dimension specifications outlined in this spec	_____	\$ _____
37	EA	Minimum of a 30 Gallon Fuel Tank	_____	\$ _____
38	EA	Fuel Water Separator	_____	\$ _____
39	EA	West Coast Mirrors	_____	\$ _____
40	EA	Air Conditioning/Heat/Defrost	_____	\$ _____

41	EA	Self-canceling turn signals	_____	\$_____
42	EA	Electric windows	_____	\$_____
43	EA	AM/FM radio	_____	\$_____
44	EA	One Solid Color Paint (White)	_____	\$_____
45	EA	Statement of Optional Extended Power Train Warranty w/Cost	_____	\$_____
46	EA	Design & Build of the Refuse Truck, completed within ninety (90) days	_____	\$_____

ETA: _____

Bid submitted by:

Company Name: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Print Name: _____

Telephone: _____ Fax: _____

Date _____

E-mail _____

Tax Id Number _____